

5934120

09/30/94 5934120 2:58 PM 12:00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
PARAMOUNT TITLE
REC BY: B GRAY DEPUTY - WI

PERMANENT EASEMENT AGREEMENT

5934120

Recitals:

1. ~~Walter A. Christensen~~ ^{LNR, LTD.} owns Lot 12, Sunset Oaks Subdivision Plat "B", Salt Lake County Recorder (Lot 12);

2. Scott K. Christensen (Scott) owns Lot 18, Sunset Oaks Subdivision Plat "A", Salt Lake County Recorder (Lot 18);

3. The South line of Lot 18 abutts the East 119.24 feet of the North side of Lot 12; the exact bearing of the common line being South 82°00'31" East;

4. Along the common line, the following improvements are now located on Lot 18 and a small portion of Lot 12: rock walls, a bird feeder, indigenous scrub oak, nine (9) pine trees, and a sprinkling system that waters the oak and pine trees which system is part of the Lot 18 sprinkling system.

5. Scott and ~~Christensen~~ ^{LNR, LTD.} desire to preserve the integrity of both Lot 12 and Lot 18 and do not intend to do anything that would be construed as a division of the existing lots;

6. Scott and ~~Christensen~~ ^{LNR, LTD.} desire that the existing landscaping and improvements described in paragraph 4 continue to exist as an aesthetic and natural barrier between Lot 12 and Lot 18.

Now therefore, Scott and ~~Christensen~~ ^{LNR, LTD.} agree to the following:

a. ~~Christensen~~ ^{LNR, LTD.} hereby grants to Scott and Scott's successors to Lot 18, a perpetual and appurtenant easement for the continued existence and maintenance of the improvements and landscaping described in paragraph 4 of this agreement. This easement will be a perpetual and appurtenant burden to Lot 12, and will be a perpetual and appurtenant benefit to Lot 18.

b. Scott and Scott's successors to Lot 18 will maintain the improvements and landscaping described in paragraph 4 of this agreement. This covenant will be a perpetual and appurtenant burden to Lot 18 and will be a perpetual and appurtenant benefit to Lot 12.

c. ~~Christensen~~ ^{LNR, LTD.} and his successors will pay the annual general property taxes on all of Lot 12; Scott and his successors will pay the annual general property taxes on all of Lot 18.

d. This agreement will bind the successors, heirs, or assigns of ~~Christensen~~ ^{LNR, LTD.} and Scott.

Dated this 27 day of September, 1994.

Scott K. Christensen
Scott K. Christensen

Ladd E. Christensen
LNR, LTD. By: Ladd E. Christensen, General Partner

State of Utah)
County of Salt Lake) ss.

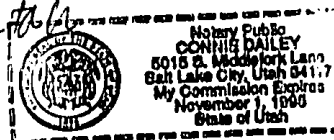
On the 27 day of September, 1994, personally appeared before me Scott K. Christensen, the signer(s) of the foregoing instrument who duly acknowledged to me that he executed the same.

Connie Dailey
Notary Public

My Commission Expires: 11-1-95

Residing at: SLC, Utah

State of Utah)
(Continued . . .) ss.



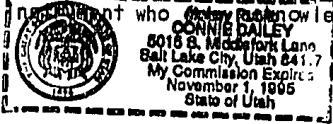
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CO. RECORDER

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(continued . . .)

County of Salt Lake)

On the 28th day of September, 1994, personally appeared before me
odd E. Christensen, General Partner of LNR, LTD. the signer(s) of the foregoing
instrument who knows acknowledged to me that he executed the same.



Connie Bailey
Notary Public

My Commission Expires: 11-95

Residing at: Salt Lake

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